12/08/09 9:30:47 DK T BK 3,112 PG 51 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

Prepared by: Morris & Associates 2309 Oliver Road Monroe, Louisiana 71201 Telephone: 318-330-9020 Emily Kaye Courteau Bar# 100570

Return To:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020

Grantor:

318-330-9020

Deutsche Bank National Trust Company as Trustee for the holders of GSAMP 2002-HE2, Mortgage Pass Through Certificates, Series 2002-HE2

4828 Loop Central Drive Houston, TX 77081-2226 1-800-247-9727 Grantee: Emily Kaye Courteau 2309 Oliver Road Monroe LA 71201

Record 2nd

Lot 332, Sec C, Lake Forest, Sec 25, T-1-S, R-9-W, Plat Book 12 pages 5-7, Desoto Co., MS

SUBSTITUTION OF TRUSTEE

STATE OF MISSISSIPPI COUNTY OF DeSoto

WHEREAS, on the 20th day of December, 2001 and acknowledged on the 20th day of December, 2001, Michael S Edgett aka Michael Edgett, a single man executed a Deed of Trust to Bridgeforth and Buntin, Trustee for the use and benefit of Diversified Capital Corporation of Tennessee beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 1435 at Page 714; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Decd of Trust does hereby appoint and substitute Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor or the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this ______ day of _______, 200].

Deutsche Bank National Trust Company as Trustee for the holders of GSAMP 2002-HE2, Mortgage Pass Through Certificates, Series 2002-HE2

BY: Denise Bailey

ATTORNEY-IN-FACT

F09-3198 Assistant Secretary

STATE OF COUNTY OF_	Texas Harris	<u>-</u>			
atoresard,	Denise Balley		n personally to me to	be the	
Assistant S	ecretary	of the within named De	eutsche Rank National	Trust Commons	na Trustaa
for the holders of	of GSAMP 2002	HE2, Mortgage Pass Th	proper Certificator Se	rios 2002 HEA	as illustee
he executed and	delivered the w	thin and foresting in the	nough certificates, se	nes zouz-HEZ-a	na that (s)

MY COMMISSION EXPIRES: 7-26-2010

NOTARY PUBLIC

KAREN QUILLER

Notary Public, State of Texas

My Commission Expires 07-28-2010

F. ANN RODRIGUEZ, RECORDER

RECORDED BY: NMB

DEPUTY RECORDER

1134

LITTON LOAN SERVICING LP 4828 LOOP CENTRAL DR HOUSTON TX 77081 Atm: Alicon S. Walas



13051 DOCKET: 4573 PAGE: NO. OF PAGES:

SEQUENCE : 20070901064

05/09/2007

17:30 POA

MAIL

11.00 AMOUNT PAID

LIMITED POWER OF ATTORNEY

999 - 4854341

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association, organized and existing under the laws of the United States, and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee pursuant to that Pooling and Servicing Agreement dated as of March 1, 2004(the "Agreement") by and between Argent Securities Inc. (the "Depositor"), Deutsche Bank National Trust Company and Ameriquest Mortgage Company (the "Master Servicer"), hereby constitutes and appoints Litton Loan Servicing LP (the "Special Sub-Servicer") pursuant to that Special Sub-Servicing Agreement dated as of May 24, 2006 (the "Special Sub-Servicing Agreement") by and between Ameriquest Mortgage Company (either individually or together with AMC Mortgage Services, Inc., the "Master Servicer") and Litton Loan Servicing LP (the "Special Sub-Servicer" and "Litton"), by and through the Special Sub-Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans. serviced by the Special Sub-Servicer pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Special Sub-Servicer is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

Inv. 820015 - ARSI 2004-W3



- of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
- The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
- 3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
- 4. The completion of loan assumption agreements.
- 5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- 8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

- a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- b. the preparation and issuance of statements of breach or non-performance;
- c. the preparation and filing of notices of default and/or notices of sale;
- d. the cancellation/rescission of notices of default and/or notices of sale;
- e. the taking of deed in lieu of foreclosure; and
- f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
- 9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. listing_agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
- 10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Master Servicer to the Trustee under the Agreement or (ii) be construed to grant the Special Sub-Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, except as specifically provided for herein. If the Special Sub-Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Special Sub-Servicer shall promptly forward a copy of the same to the Trustee.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of September 8, 2006.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

This limited power of attorney is not intended to extend the powers granted to the Special Sub-Servicer under the Agreement or to allow the Special Sub-Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement,

The Special Sub-Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Special Sub-Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, Task 3,112 PG 57 Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 3rd day of March, 2007.

Deutsche Bank National Trust Company, as Trustee

By:____

Name:

Ronaldo R Reyes

Title:

Vice President

Witness:

Name:

Tim Avakian

Witness:

Name:

Erica Judd

Acknowledged and Agreed Litton Loan Servicing LP

By: Name Title:

Janice McClure



On March 1, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Ronaldo R. Reyes of Deutsche Bank National Trust Company, as Trustee, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal. (SEAL)

CINDY LAI
Commission # 1593200
Notary Public - California
Orange County
My Comm. Expires Jun 29, 2009

Notary Public, State of California